MULTIFAMILY NW
The Association Promoting Quality Rental Housing

WASHINGTON
RENTAL APPLICATION
TO BE COMPLETED BY EACH ADULT APPLICANT

ALL UNITS SUBJECT TO AVAILABILITY

EQUAL HOUSING OPPORTUNITY

OFFICE USE ONLY

☐ NEW MOVE-IN ☐ OCCUPANT TURNING 18 ☐ ADD/REMOVE ROOMMATE ☐ TRANSFER

PROPERTY NAME / NUMBER _____

UNIT NUMBER _____ ADDRESS _____

DATE UNIT WANTED _____ (MM/DD/YYYY) UNIT RENT $_____ NON-REFUNDABLE SCREENING CHARGE $_____

OWNER / AGENT Living Room Property Management PHONE - _____

OWNER / AGENT ADDRESS 421 SE 10th Ave, Portland, OR 97214

COMPREHENSIVE REUSABLE TENANT SCREENING REPORT IS ☐ ACCEPTED ☐ NOT ACCEPTED BY THIS PROPERTY (IF NOTHING IS CHECKED, IT IS NOT ACCEPTED). IF A COMPREHENSIVE REUSABLE TENANT SCREENING REPORT IS ACCEPTED, OWNER/AGENT MAY ACCESS ITS OWN TENANT SCREENING REPORT REGARDING YOUR APPLICATION AS LONG AS YOU ARE NOT CHARGED FOR OWNER/AGENT'S OWN TENANT SCREENING REPORT.

SMOKING POLICY: ☐ SMOKING ALLOWED - ENTIRE PREMISES ☐ SMOKING PROHIBITED - ENTIRE PREMISES
☐ SMOKING ALLOWED IN LIMITED AREAS (ASK MANAGEMENT FOR DETAILS)

☐ IF CHECKED, RENTER'S INSURANCE WILL BE REQUIRED.
☐ IF CHECKED, RENTER'S INSURANCE WILL BE REQUIRED IF _____
MINIMUM INSURANCE AMOUNT: $_____ ($100,000 IF LEFT BLANK)

APPLICANT

APPLICANT FULL LEGAL NAME _____ EMAIL _____

PREVIOUS NAMES, ALIASES OR NICKNAMES USED _____

DATE OF BIRTH _____ SOC. SECURITY # _____ APPLICANT PHONE (_____) _____

GOVERNMENT ISSUED PHOTO I.D. TYPE _____ (MM/DD/YYYY) # _____ / STATE _____ EXP. DATE _____ (MM/DD/YYYY)

CURRENT STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____ DATE YOU MOVED IN _____ (MM/DD/YYYY)

CURRENT LANDLORD NAME _____ LANDLORD PHONE (_____) _____

LANDLORD EMAIL _____ LANDLORD FAX (_____) _____

STREET ADDRESS (OR APARTMENT NAME) _____

CITY _____ STATE _____ ZIP _____

APPLICANT FORMER STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____ FROM _____ (MM/DD/YYYY) TO _____ (MM/DD/YYYY)

FORMER LANDLORD NAME _____ LANDLORD PHONE (_____) _____

LANDLORD EMAIL _____ LANDLORD FAX (_____) _____

STREET ADDRESS (OR APARTMENT NAME) _____

CITY _____ STATE _____ ZIP _____

OTHER STATES AND COUNTIES YOU HAVE LIVED IN DURING THE PAST 5 YEARS _____

CURRENT EMPLOYER _____ PHONE (_____) _____

HR EMAIL _____ HR FAX (_____) _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

POSITION _____ HOW LONG? _____ GROSS MONTHLY INCOME $_____

OTHER MONTHLY INCOME: SOURCE _____ $_____ / SOURCE _____ $_____

ARE YOU SELF-EMPLOYED? ☐ YES ☐ NO

☐ **PREVIOUS** ☐ **ADDITIONAL EMPLOYER** _____ PHONE (_____) _____

HR EMAIL _____ HR FAX (_____) _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

POSITION _____ HOW LONG? _____ GROSS MONTHLY INCOME $_____ IF ADDITIONAL EMPLOYER,

☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED)

Agency Disclosure. Broker represents the seller (owner) as the seller's (owner's) agent. The terms of compensation offered by a party or a real estate firm to a real estate firm representing another party are as follows _____ (none if left blank).

OTHER OCCUPANTS

NAME	DATE OF BIRTH
	MM/DD/YYYY
	MM/DD/YYYY
	MM/DD/YYYY
	MM/DD/YYYY
	MM/DD/YYYY

VEHICLES

MAKE	MODEL	COLOR	STATE	LICENSE PLATE #	OWNER

OTHER

☐ IF CHECKED, PETS ARE NOT ALLOWED AT THIS PROPERTY

☐ IF CHECKED, PETS ARE ALLOWED SUBJECT TO APPROVAL BY MANAGEMENT. HOW MANY PETS WILL BE RESIDING IN THIS UNIT? _____

NAME _____ TYPE _____ BREED _____ AGE _____ WEIGHT _____

NAME _____ TYPE _____ BREED _____ AGE _____ WEIGHT _____

NAME _____ TYPE _____ BREED _____ AGE _____ WEIGHT _____

DO YOU INTEND TO USE: ☐ WATERBED ☐ AQUARIUM ☐ MUSICAL INSTRUMENT _____

DO YOU HAVE RENTER'S INSURANCE? ☐ YES ☐ NO

EMERGENCY CONTACT _____ PHONE (_____) _____

ADDRESS _____

CONTACT IN CASE OF DEATH _____ PHONE (_____) _____

ADDRESS _____

HAVE YOU EVER BEEN EVICTED, OR ARE YOU CURRENTLY IN THE EVICTION PROCESS? ☐ YES ☐ NO IF YES, DATE _____ MM/DD/YYYY

HAVE YOU EVER FILED FOR BANKRUPTCY, OR ARE YOU CURRENTLY IN THE BANKRUPTCY PROCESS? ☐ YES ☐ NO IF YES, DATE _____ MM/DD/YYYY

HAVE YOU EVER HAD A HOME FORECLOSED ON, OR ARE YOU CURRENTLY IN THE FORECLOSURE PROCESS? ☐ YES ☐ NO IF YES, DATE _____ MM/DD/YYYY

HAVE YOU OR ANY OTHER PERSON WHO WILL BE OCCUPYING THE UNIT EVER BEEN CONVICTED OF, OR PLED GUILTY OR NO CONTEST TO, ANY FELONY OR MISDEMEANOR? ☐ YES ☐ NO IF YES, WHO _____ WHERE _____ WHEN _____ MM/DD/YYYY

WHAT _____

WHY ARE YOU VACATING YOUR PRESENT PLACE OF RESIDENCE? _____

HAVE YOU GIVEN LEGAL NOTICE WHERE YOU NOW LIVE? ☐ YES ☐ NO

HOW DID YOU HEAR ABOUT OUR PROPERTY? _____

SCREENING

Owner/Agent has charged a screening charge as set forth above. Owner/Agent may obtain a consumer credit report and/or an Investigative Consumer Report which may include the checking of the applicant's credit, income, employment, rental history, and criminal court records and may include information as to his/her character, general reputation, personal characteristics, and mode of living. You have the right to request additional disclosures provided under Section 606 (b) of the Fair Credit Reporting Act, and a written summary of your rights pursuant to Section 609(c). You have the right to dispute the accuracy of the information provided to the Owner/Agent by the screening company or the credit reporting agency as well as complete and accurate disclosure of the nature and scope of the investigation. In the event of a denial or other adverse action, you have a right to obtain a free copy of the consumer report from the Screening Company or Credit Reporting Agency.

SCREENING COMPANY OR CREDIT REPORTING AGENCY

COMPANY NAME Pacific Screening PHONE 503-297-1941

ADDRESS _____

EMAIL Info@pacificscreening.com

If the application is approved, applicant will have _____ hours from the time of notification to either, at Owner/Agent's option, execute a rental agreement and make all deposits required thereunder or make a deposit to hold the unit and execute a Deposit to Secure Occupancy which will provide for the forfeiture of the deposit if applicant fails to occupy the unit. If applicant fails to timely take the steps required above, he/she will be deemed to have refused the unit and the next application for the unit will be processed.

SIGNATURE

I certify that the above information is correct and complete and hereby authorize you to do a credit check and make any inquiries you feel necessary to evaluate my tenancy and credit standing. I understand that Owner/Agent may refuse to process or deny this application if it is materially incomplete, fails to include information regarding my identification or income, or if I intentionally withheld or misrepresented required information. I understand that if any information supplied on this application is later found to be false, this is grounds for termination of tenancy. I understand that I am welcome to provide supplemental evidence to mitigate potentially negative screening results. I acknowledge receipt of the Real Estate Brokerage in Washington Pamphlet. Applicants may provide evidence of mitigating circumstances and requests for reasonable accommodation/modification to the following location for review, consideration and response: _____. ***I have received and read the Owner/Agent's rental criteria.***

APPLICANT X _____ DATE _____ MM/DD/YYYY ☐ PICTURE I.D. VERIFIED BY _____ (INITIALS)

OWNER/AGENT X _____ DATE RECEIVED _____ MM/DD/YYYY TIME RECEIVED _____

OWNER/AGENT NOTES _____

LIVING ROOM
PROPERTY MANAGEMENT

OREGON & WASHINGTON RENTAL SCREENING CRITERIA FOR RESIDENCY

FINANCIALLY RESPONSIBLE APPLICANTS

AGENT'S EVALUATION PROCESS

Upon receipt of a completed application, the contents of the application are compared to the screening criteria by Agent and the Applicant is either approved or denied in compliance with all local, state, and federal laws. Applicants are welcome to provide supplemental evidence to mitigate potentially negative screening results. Applicants have 30 days to appeal denied applications, during which time they may correct, refute, or explain negative information forming the basis for the denial. Applicants are also prequalified for any rental opportunities at Agent's properties for three months following the approval date. All screening fees are waived for three months following the approved appeal, but Applicants under these circumstances will be required to certify in writing that no conditions have materially changed from those described in Agent's approved application. If conditions have materially changed, Agent may use those changes as the basis for a denial.

CO-SIGNERS & GUARANTORS

Co-signers and guarantors are not accepted solely as financially responsible parties. All applicants must apply as occupying tenants who agree to the lease terms in full to be considered.

OCCUPANCY POLICY

1. Occupancy is based on the number of bedrooms in a unit. (A bedroom is defined as a habitable room that is intended to be used primarily for sleeping purposes, contains at least 70 square feet, and is configured so as to take the need for a fire exit into account.)
2. The general rule is two persons are allowed per bedroom, with the addition of one extra person for the household.
3. The Premises are to be used only as a residential dwelling. The Premises may not be used for the conduct of any commercial activity that involves customers or clients coming to the unit (including but not limited to day care except to the extent required by law) or the delivery or storage of inventory or equipment.

GENERAL STATEMENTS

1. Each adult, 18 yrs of age or older, will be required to complete an application individually.
2. Any of the following items, or a combination thereof, will be accepted to verify the name, date of birth, and photo of the applicant:
    a. Evidence of Social Security Number (SSN Card)
    b. A certified copy of a record of live birth
    c. Valid Permanent Resident Card
    d. Immigrant Visa
    e. Individual Taxpayer Identification Number (ITIN)
    f. Non-Immigrant Visa
    g. Any government-issued identification, regardless of expiration date
    h. Any non-governmental identification or combination of identifications that would permit a reasonable verification of identity.
2. Each individual will be required to qualify individually or as per specific criteria areas.
3. Inaccurate, incomplete or falsified information will be grounds for denial of the application.
4. Any individual currently using illegal drugs will be denied. If approved for tenancy and later illegal drug use is confirmed, termination shall result.
5. Any individual whose tenancy may constitute a direct threat to the health and safety of any individual, the premises, or the property of others, will be denied tenancy.
6. Applicants have the right to a refund of the screening charge paid in conjunction with this application and recover damages as set forth in ORS 90.295(5) and (6)(b)
7. Please note, there is an additional approval process, and a $250 fee for adding or removing an adult tenant from tenancy once a lease has been executed.
8. Current Living Room Tenants wishing to transfer to another Living Room managed home must have positive rental history and pass an interior property inspection of the current rental within 5 days of applying, before approval will be granted, assuming all other terms of approval have been met.

LIVING ROOM
PROPERTY MANAGEMENT

OREGON & WASHINGTON RENTAL SCREENING CRITERIA FOR RESIDENCY

ANIMAL POLICY
Each property is individually owned; therefore, the pet policies vary by unit. Please review the pet policy for the desired property before applying, as application fee refunds are not granted if your application is processed with animals that do not qualify for the unit.

To ensure all residents are clear on the pet policies, each applicant will be required to complete a third-party Pet Screening profile before the application is considered complete and an approval is granted. Applicants will select one of the following profiles:

- No Pets or Animals - No fee
- Household Pets - $30 registration fee per pet + any applicable pet rent as outlined on the listing
- Assistance Animals* (service, ESA, companion) - No fee

*Profiles to PetScreening specifically for Assistance Animals are not required. Applicants may choose to share documentation verifying the disability-related need for the assistance animal directly with the Leasing Team by submitting documentation to leasing@livingroomrentals.com. Please note the address of the property you are applying for, along with the applicant's name, in the subject line when submitting the documentation. This information will be required before your application is considered complete and residency approvals are granted.

*Qualifying documentation for an assistance animal is outlined as verifiable written verification from the medical or mental health provider treating the individual. Documentation must tie the need for a service animal to a disability and be issued within the last 12 months for *each* registered service animal to be valid. Exception: This requirement may not be required if it is readily apparent that the animal is trained to do work or perform tasks for the benefit of an individual with an observable disability.

INCOME CRITERIA
1. Monthly income must be 2 times the monthly stated rent.* Income sources shall include, but are not limited to: wages, rent assistance (non-governmental only), and monetary public benefits and are based on the cumulative financial resources of all financially responsible applicants. Applicants failing to qualify under this section will be denied tenancy.

Verification of income can be submitted as follows for all Financially Responsible Applicants:
- Most recent pay stub (YTD and tax info listed),
- Formal monthly bank statements (most recent, 3 consecutive months with no retractions). Additional consecutive months also accepted if needed to represent seasonal income,
- Formal offer letter accepted if within the first 60 days of employment,
- Previous year's tax documents (w-4, 1099 or 1040),
- Financial aid/scholarship award letter,
- Court-assigned child support or alimony documents,
- Section 8 or housing voucher.
- Self-employed applicants will have their records verified through the state corporation commission and will be required to submit records to verify their income, which may include the previous two years' tax returns.

Please ensure your name is clearly stated on each document. Not Applicable: Canceled checks, informal letters from an employer or family member, and screenshot images of your bank balance/transactions are not sufficient.

*If applicant will be using local, state or federal housing assistance as a source of income, "monthly stated rent" as used in this section means that portion of the rent that will be payable by applicant and excludes any portion of the rent that will be paid through the assistance program.

2. Twelve months of verifiable employment will be required if used as a source of income. Less than 12 months of verifiable employment will require an *additional* security deposit equal to 50% of one month's rent.

LIVING ROOM
PROPERTY MANAGEMENT

OREGON & WASHINGTON RENTAL SCREENING CRITERIA FOR RESIDENCY

RENTAL HISTORY CRITERIA

1. Five years of eviction-free history is required except for general eviction judgments entered on claims that arose on or after April 1, 2020 and before March 1, 2022. Eviction actions that were dismissed or resulted in a judgment for the applicant, or when the applicant has provided supplemental evidence, provided they suffered a job loss due to no fault of their own, will not be considered. If your eviction was related to a non-behavioral issue, you may provide supplemental evidence as instructed herein, and that information will be considered.
2. Rental history reflecting any past due and unpaid balances to a landlord will result in denial of the application, except for unpaid rent, including rent reflected in judgments or referrals of debt to a collection agency, that accrued on or after April 1, 2020, and before March 1, 2022.
3. Current Living Room Tenants wishing to transfer to another Living Room managed home must pass an interior property inspection of the current rental within 5 days of applying, before approval will be granted. Favorable payment history and no lease violations or damage are required for tenant transfer approval.
4. Previous Living Room Tenants must have a positive rental history and have terminated the tenancy under favorable terms, leaving the home in good condition to be granted rental approval.
5. Temporary housing needs funded by insurance may be declined if the damages to the previous property were caused by resident neglect.

CREDIT CRITERIA

Credit score alone does not determine approval. All applications are evaluated using the property's complete screening criteria, including income, rental history, credit history, criminal history (where permitted by law), and other relevant factors. The most restrictive screening result may determine the final recommendation.

Credit Score Range (average of all financially responsible applicants)	**Credit Screening Status**
Trans Union: 650 +	Standard approval
Trans Union: 550 - 649 or an application group that includes one or more applicants with no applicable score.	Conditional approval includes an increased deposit equal to 50% of one month's rent
Trans Union: 549 and below	Subject to immediate denial

.Additional Credit Notes:

1. Any outstanding debt for utility accounts, landlord debt, or property debt will result in immediate denial of the application. If the accounts were recently paid off, please submit receipts with the application to avoid immediate denial.
2. Open bankruptcies will result in the automatic denial of an application. Exception: Applicants with a current Chapter 13 bankruptcy may be approved based on the criteria above if the bankruptcy is over 3 years old, in good standing, and no negative or adverse debts have been established since.
3. Foreclosures in the last 5 years will result in the denial of the application.
4. Evidence of fraud, identity theft, or material misrepresentation will result in denial of the application.

FAIR HOUSING LAWS

Landlord has a non-discrimination policy as required by federal, state, or local law and does not discriminate against any applicant because of the race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, familial status, or source of income of the applicant.

LIVING ROOM
PROPERTY MANAGEMENT

OREGON & WASHINGTON RENTAL SCREENING CRITERIA FOR RESIDENCY

CRIMINAL CONVICTION CRITERIA

Upon receipt of the Rental Application and screening fee, Agent will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a "Conviction" (which means: charges pending as of the date of the application; a conviction; a guilty plea; or no contest plea; or no contest plea), for any of the following crimes as provided in ORS 90.303(3): drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of residents, the landlord or the landlord's agent. Agent will not consider a previous arrest that did not result in a Conviction, or expunged records.

If applicant, or any proposed occupant, has a Conviction in their past that would disqualify them under these criminal conviction criteria, and desires to submit additional information to Agent along with the application so Agent can engage in an individualized assessment (described below) upon receipt of the result of the public records search and prior to a denial, applicant should do so. Otherwise, applicant may request the review process after denial as set forth below; however, see item (c) under "Criminal Conviction Review Process" below regarding holding the unit.

A single Conviction for any of the following, subject to the results of any review process, shall be grounds for denial of the Rental Application

a) Felonies or Misdemeanors involving: murder, manslaughter, arson, rape, kidnapping, child or other violent/predatory sex crimes, or manufacturing or distribution of a controlled substance or terrorism.
b) Felonies not listed above involving: drug-related crime; person crime; sex offense; crime involving financial fraud including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 7 years.
c) Misdemeanors involving: drug-related crimes, person crimes, sex offenses, domestic violence, violation of a restraining order, stalking, weapons, criminal impersonation, possession of burglary tools, financial fraud crimes, where the date of the disposition has occurred in the last 5 years.
d) Misdemeanors not listed above involving: theft, criminal trespass, criminal mischief, property crimes or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of the disposition has occurred in the last 3 years.
e) Conviction of any crime that requires lifetime registration as a sex offender, or for which applicant is currently registered as a sex offender, will result in denial.

<u>Criminal Conviction Review Process.</u>

Agent will engage in an individualized assessment of the applicant's, or other proposed occupants', convictions. If applicant has satisfied all other criteria (the denial was based solely on one or more Convictions) as required by local, state, and federal law and:

(1) Applicant has submitted supporting documentation prior to the public records search; or

(2) Applicant is denied based on failure to satisfy these criminal criteria and has submitted a written request along with supporting documentation. Supporting documentation may include:

a. Letter from parole or probation office;
b. Letter from caseworker, therapist, counselor, etc;
c. Certification of treatments/rehab programs;
d. Letter from employer, teacher etc.
e. Certification of trainings completed;
f. Proof of employment; and
g. Statement of the applicant.

OREGON & WASHINGTON RENTAL SCREENING CRITERIA FOR RESIDENCY

Landlord will also perform an individualized assessment if no supplemental information is received as required by any local, state or federal law.

Agent will:
1. Consider relevant individualized evidence of mitigating factors, which may include: the facts or circumstances surrounding the criminal conduct; the age of the convicted person at the time of the conduct; time since the criminal conduct; time since release from incarceration or completion of parole; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts. Agent may request additional information and may consider whether there have been multiple Convictions as part of the process.
2. Notify applicant of the results of Agent's review within a reasonable time after receipt of all required information.
3. Hold the unit for which the application was received for a reasonable time under all the circumstances to complete the review unless prior to receipt of applicant's written request (if made after denial) the unit was committed to another applicant

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act ("VAWA")? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act ("VAWA"). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact **[**INSERT COVERED HOUSING PROVIDER'S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION**]** or go to WEBSITE, IF APPLICABLE]. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4**.** If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*.
- *Affiliated person* means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*[1] includes the following HUD programs:
  - Public Housing
  - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

[1] For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you**,** a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
    a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
    b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan,
[ENTER SPECIFIC CONTACT INFORMATION, WEBSITE, AND/OR INSTRUCTIONS FOR REQUESTING AN EMERGENCY TRANSFER OR A COPY OF THE APPLICABLE VAWA EMERGENCY TRANSFER PLAN].
The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any <u>one</u> of the following:

1. <u>A self-certification form (for example, Form-HUD 5382)</u>, which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. <u>A statement from a victim/survivor service provider, attorney, mental health professional or medical professional</u> who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. <u>A police, administrative, or court record</u> (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**
4. <u>If allowed by your covered housing provider, any other statement or evidence provided by you.</u>

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **<u>will not be disclosed</u>** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence. Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact Living Room Property Management - . Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting [INSERT LOCAL HUD FHEO FIELD OFFICE & CONTACT INFO]. You can also find additional information on filing VAWA complaints at https://www.hud.gov/VAWA and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit https://www.hud.gov/fairhousing/fileacomplaint.

Need further help?

- For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa.
- To talk with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY & LEGAL AID].

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age, sex, or marital status.

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact **[**INSERT COVERED HOUSING PROVIDER'S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION**]** or go to [INSERT WEBSITE, IF APPLICABLE]. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa. To speak with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. **Name(s) of victim(s):** _____

2. **Your name** (*if different from victim's*)**:** _____

3. **Name(s) of other member(s) of the household:** _____

   _____

4. **Name of the perpetrator** *(if known and can be safely disclosed)***:** _____

5. **What is the safest and most secure way to contact you? (You may choose more than one.)**

   If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

   ☐ Phone Phone Number: _____

   Safe to receive a voicemail: ☐ Yes ☐ No

   ☐ E-mail E-mail Address: _____

   Safe to receive an email: ☐ Yes ☐ No

   ☐ Mail Mailing Address: _____

   Safe to receive mail from your housing provider: ☐ Yes ☐ No

   ☐ Other Please List: _____

6. **Anything else your housing provider should know to safely communicate with you?**

   _____
   _____
   _____
   _____
   _____

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

(1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**

(2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

(1) Fear for the person's individual safety or the safety of others **or**

(2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

_____ _____

Signature **Date**